

City of Ladue

Pavement Striping Project



DEPARTMENT OF PUBLIC WORKS
Scot Bollinger, Superintendent

NOTICE TO BIDDERS

4/8/2021

City of Ladue, Department of Public Works
9345 Clayton Rd, St Louis MO 63124
314-993-5665

The City of Ladue, Missouri is accepting bids for Lane Striping and Traffic Marking services. Bids will be accepted until 10:00 am on Thursday, April 29, 2021 at which time they will be opened and read aloud. Bids should be submitted to the City of Ladue Public Works Department located at 9345 Clayton Rd. St Louis, MO 63124. It is the sole responsibility of the vendor to see that his/her bid is received in time. No late bids will be considered. Bids should be submitted in a sealed envelope clearly marked Paint Striping.

Bids should be accompanied by a bid surety in the form of a certified check or bid bond for 5% of the bid total.

Contractor shall require all on-site employees to complete a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, within sixty (60) days of beginning work on the construction project, as more fully set forth in the bid documents.

The successful bidder shall be required to execute the City Contract Agreement contained in the bid documents.

The City of Ladue hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Bids must be submitted on the forms provided in this document and signed by an authorized officer of the company. No partial or incomplete bids will be accepted.

Questions about the project should be directed to Scot Bollinger Superintendent of Public Works.
314-993-5665 sbollinger@cityofladue-mo.gov

Scot Bollinger
Superintendent of Public Works

SCOPE OF WORK

Obtain all necessary permits and furnish all labor, equipment, and traffic control necessary to apply appropriate pavement markings to the streets on the attached spread sheets, in accordance with the Paint Pavement Marking Specification attached hereto. All work consists of street restriping. No new layout is required. Please see attached spread sheets for streets and quantities. Additional maps will be provided as well as a Ladue employee to assist with City marking boundaries.

RESERVATION OF RIGHTS/AWARD OF CONTRACT

The City reserves the right in its sole discretion to reject any and all bids, to waive any technicalities in the bid process, to negotiate with any or all bidders or others for more favorable terms or prices, and to award any bid or portion of a bid as deemed to be the most advantageous to the City of Ladue and to make such investigations as are deemed necessary to determine the ability of the vendor to perform the services requested.

PAYMENT OF WAGES

This project is not subject to prevailing wage rates according to Missouri Department of Labor.

HOUSE BILL 1549 COMPLIANCE

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

OTHER RSMo REQUIREMENTS

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall under section 285.234, RSMo, be liable for a

penalty of \$500 per day until the notices required by this section are posted as required by that statute.

BID BOND

A surety in the form of a certified check or a bid bond in the amount of 5% of the bid total must accompany all proposals. Bid bonds will be returned after a Notice To Proceed is issued to the successful bidder. The tentative schedule for the award is May 18, 2021.

CONTRACT BOND AND CERTIFICATES OF INSURANCE

Upon award of contract, the successful contractor shall, within ten working days, file with the City a payment bond and a performance bond in the amounts of 100% of the contract amount in substantially the form of Exhibits B and C respectively.

The contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence of any hazard, or of any negligence by the contractor or subcontractor, his agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by, or on account of any act or omission of the contractor or subcontractor, his employees, agents or assigns.

The contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amount not less than those specified below. The amounts of coverage required for public liability of the contractor in protecting the City from damage or injury claims. The City shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the City Director of Public Works determines that unusual or special risks revealed by the work so required and in such amounts as the City Director of Public Works may determine to be adequate, and without thereby limits the liability of the contractor in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at his cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the workmen's compensation act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The coverage shall insure the City and their employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made therefore.

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workers' Compensation Insurance in full compliance with the Missouri Workers Compensation Act, and Employers Liability with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000
2. Comprehensive General Liability
General Aggregate - \$2,865,330 single occurrence or accident - \$429,799 any one person in a single accident or occurrence
3. Comprehensive Automobile Liability
General Aggregate - \$2,865,330 single occurrence or accident
- \$429,799 any one person in a single accident or occurrence
4. Commercial Umbrella/Excess Liability
General Aggregate - \$1,000,000

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage. Nothing in this requirement or the Contract Documents shall be deemed a waiver of the City's sovereign immunity.

Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the City. Certificates of insurance sent to the City as evidence of insurance shall contain the following statements; and in the absence, the certificate will not be satisfactory to the City.

- (a) Insurance evidenced by this certificate will not be canceled or altered except 10 days after receipt by the City of Ladue, Missouri of written notice thereof.
- (b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduit pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating, or drilling, or to injury to or destruction of property at any time resulting therefrom.
- (c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of or structural injury to any buildings or structures due to grading of land, excavation, burrowing, filling, backfilling, or tunneling.

Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the City.

CONTRACTOR'S RESPONSIBILITY

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the City or relieving the Contractor from his liability as an independent contractor and, as such, he shall be solely responsible for the method, manner and means by

which he shall perform his work, including, but not limited to supervision and control of his own personnel, and scheduling of the work required to insure its proper and timely performance and he shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor or subcontractors, including, without limiting the generality of the foregoing, the laws of the State of Missouri relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended.

The Contractor shall warrant to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment and shall guaranty the Work and provide the City a one-year correction period as specified in the City-Contractor Agreement.

PROSECUTION OF WORK

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Public Works Superintendent.

If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work unsuitably or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the City shall give notice in writing, by registered mail, to the Contractor and surety of such delay, neglect, or default. If the Contractor and his surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the City shall have full power and authority, at the City's option and without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable, or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case

the expense so incurred by the City for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder, exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay to the City the amount of said excess. Failure of the City to take action as stipulated above shall not relieve the Contractor and surety of their obligations.

ADDITIONAL INSTRUCTIONS TO BIDDERS

The bid documents include:

- This Notice to Bidders;
- Paint Pavement Marking Specifications and Quantities
- Proposal (including required attachments, described below);
- Striping Bid Sheet
- Exhibit A - Form City-Contractor Agreement
- Exhibit B - Form Payment Bond
- Exhibit C - Form Performance and Maintenance Bond
- Exhibit D - Bid Bond

The Bid Proposal shall be accompanied by the following:

1. Documentation showing the bidder's participation in a federal work authorization program, pursuant to Section 285.230 R.S.Mo. (submittal of the attached Affidavit and documentation shall satisfy this requirement).
2. Proof of lawful presence of the Authorized Representative of the Contractor, pursuant to Section 208.009 R.S.Mo. (submittal of the attached Affidavit shall satisfy this requirement).
3. Identification of the Subcontractors and Suppliers the bidder proposes to utilize, if any, in the performance of the Project.
4. As requested on the bid sheet, at least three (3) references regarding prior work of the bidder on public works contracts in Missouri.

NOTICE TO PROCEED

The project is scheduled to be awarded on May 18, 2021. The City Shall issue a Notice of Award to the winning bidder. All paperwork should be completed by the contractor within 10 days of the Notice of Award of bid in order to get a Notice to Proceed.

SCHEDULE

To be completed within 60 days of receiving the Notice to Proceed. Maps will be provided as well as a Ladue employee to assist with City marking boundaries.

PAYMENT

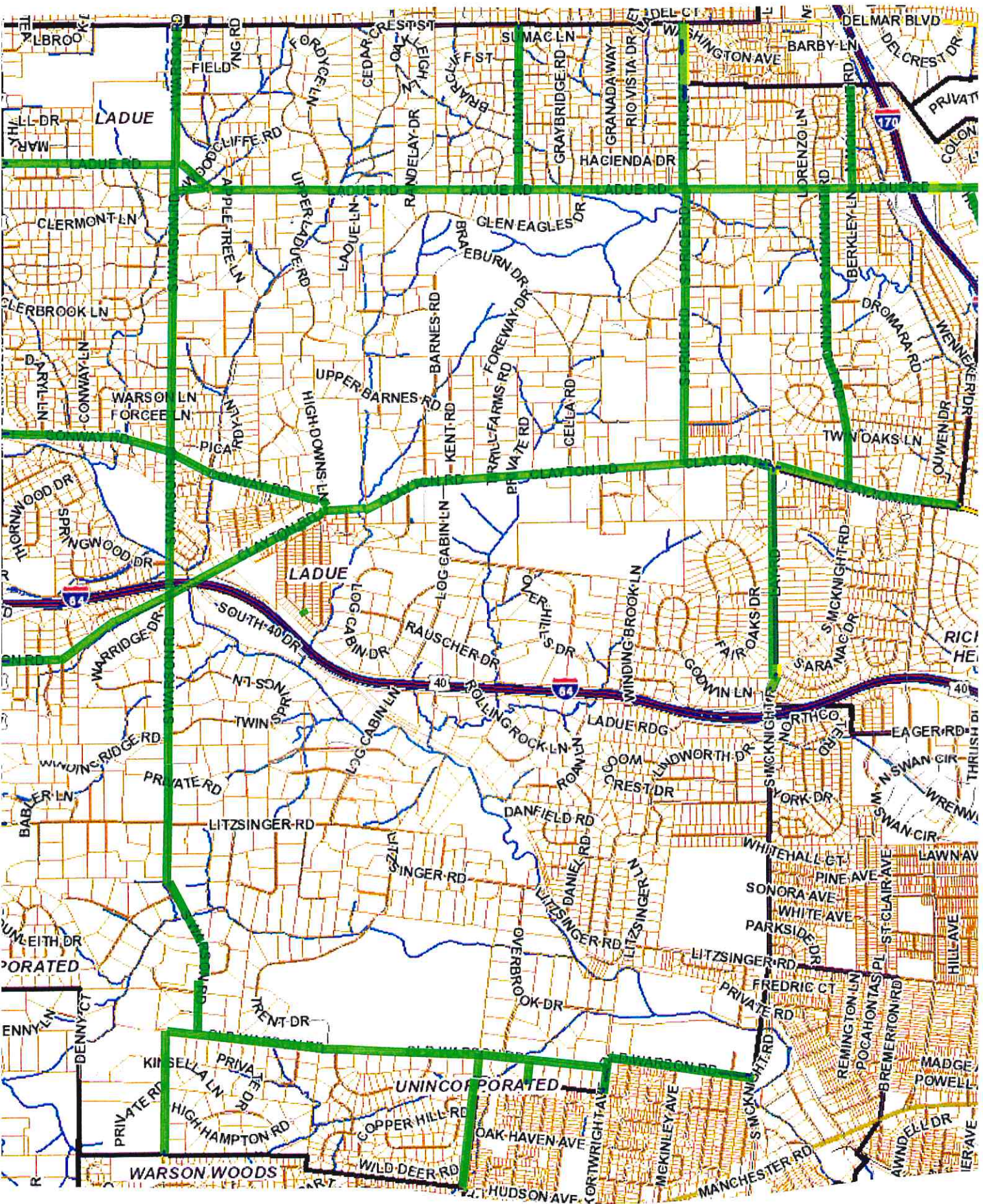
Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance. Payment shall be made within 30 days of receiving the invoice.

INTERSECTION	ARROWS					STOP BARS	STOP LF	BLOCK WALKS	BLOCKS		PARALLEL	
	RIGHT	LEFT	STRAIGHT	STR/RIGHT	STR/LEFT				Qty		Qty	PARALLEL LF
Clayton Rd. at Lindbergh (East Side Int)		4				2	65					
Clayton Rd. at Warson	4	7				9	141	1	16			
Clayton Rd. at South 40 Drive		2				3	64					
Clayton Rd. at Hwy 40 Entrance		1				3	54					
Clayton Rd. at Firehouse #2						2	42					
Clayton Rd. at Sportsman Park								1	11			
Clayton Rd. at 9831 Clayton (deer creek coffee)						2	40	1	11			
Clayton Rd. at Conway	2	2				1	34	2	32			
Clayton Rd. at Fire House #1						2	44					
Clayton Rd. at Price						3	54				2	88
Hunter at Ladue Rd						4	56				1	48
Ladue at Lindbergh	2	3				1	31					
Ladue at Salem Estates								1	7			
Ladue at MICDS Parking Lot								1	7			
Ladue at Warson	1	8	1	1		9	101	1	15	1	60	
Ladue Cut-Off at Ladue						1	13					
Ladue Cut-Off at Warson						1	12					
Ladue Rd at Diehlman		2				1	27					
Ladue at Reed Elementary								1	6			
Ladue Rd at McKnight	2	5	5	2	4	6	92			2	150	
Ladue Rd west of 170		7		1								
Ladue Rd east of 170 at Schnucks		4										
Ladue Rd at Price	5	7				8	105			2	106	
Price Rd. at Delmar						1	12					
Conway Rd. at High Downs Lane (near Clayton)								1	14			
Conway Rd. at Conway School								1	8			
Conway Rd. at Lindbergh Blvd.	2			2		1	20					
Warson Rd. at Foxboro/Ladue Horton Watkins								1	11			
Warson Rd. at Conway						4	45	3	30			
Warson Rd. at MICDS								1	7			
Warson Rd. at Litzsinger						2	24					
Warson Rd. at Old Warson Rd.						3	36					

Old Warson Rd. at Des Peres						3	41					
Old Warson Rd. at Gilbert						1	10					
Old Warson Rd. at Kortwright						3	36					
Old Warson Rd at N Rock Hill						1	12					
Des Peres and Hudson						1	12			1		46
Woodlawn at City Limits						1	11					
Waverton at Clayton						1	10					
Midpark at Clayton						1	10					
Midpark at Waverton						1	16					
Magnolia at Clayton						1	10					
	18	52	6	6	4	83	1280	16	175	9	498	

ROAD LONG LINE	LIMITS	Double Yellow LF of both lines totalled	Solid White LF	Skip White LF	Skip Yellow LF
Dielman Rd.	N. City Limits to Ladue Rd.	5,320	4,817		
North Price Rd.	N. City Limits to Ladue Rd.	5,224	4,623		
South Price Rd.	Ladue Rd. to Clayton Rd.	8,652	8,080		
S McKnight Rd.	Clayton Rd. to Ladue Rd.	9,508	9,020		
N McKnight	Ladue to dead end	1,740	2,976		719
Warson Rd.	N City limit by MICDS to Old Warson	33,008	33,668		
Ladue Rd	Lindbergh to east City limit	34,548	27,509	3,675	
Ladue Rd Cut-Off	Warson to Ladue	938	568		
Hunter Ave.	Ladue Rd. to City Limits	832	0		
Conway Rd.	Lindbergh Blvd. to Clayton Rd.	10,830	10,018		
Clayton Rd.	Lindbergh to Lay Rd	25,450	23,549	23,829	
Lay Rd	Clayton to S McKnight	6,580	3,105		
Kortwright	City limits to Old Warson Rd.	712	775		
Gilbert Ave.	City limits to Old Warson Rd.	776	800		
Des Peres	Old Warson to Hudson Ave	4,240	4,102		
Old Warson Rd.	McKnight Rd. to Warson Rd.	18,538	17,317		
N. Woodlawn Ave	Old Warson Rd to South City Limits	4,044	4,052		
LIN FT TOTAL		170,940	154,979	27,504	719

Custom Work	Location	Quantity
Maryhill Entrance Roundings	Ladue at Maryhill (see map)	2 x 40' of white 4" rounding for 80 LF
Sidewalk	McKnight at Twin Oaks (see map)	35' x 8' rectangle with (4)diagonal lines
Diagonal Lines	Rodes Park no parking (see map)	14 20' lines for a total of 280 LF



Paint Pavement Marking Specification

- 1.0 This work shall consist of furnishing and installing paint pavement markings as specified herein, along with all appropriate traffic control.
- 2.0 All paint pavement markings shall be uniform in appearance with crisp, well-defined edges and shall be uniform in width and thickness. All longlines are to be 4" in width. Surface distribution of the reflective glass beads shall be uniform.
- 3.0 The contractor will be responsible for the protection of the paint pavement markings until the paint line has reached a no-track state.
- 4.0 Damage to the paint pavement markings as a result of the contractor's operations shall be repaired or replaced at the contractor's expense.
- 5.0 All paint shall be an acrylic copolymer, water borne, fast drying, traffic marking paint in white or yellow. All paint pavement markings shall be installed in accordance with MoDOT specification, (SECTION 620 PAVEMENT MARKINGS), manufacturer's recommendations, and as directed by this specification.
- 6.0 The contractor will be responsible to check application rates occasionally during the course of the work.
- 7.0 MoDOT specification Type "P" glass beads shall be used for this work.
- 8.0 Paint pavement markings will be inspected following installation. The contractor shall be responsible to measure the initial retroreflectivity using 30-meter geometry retroreflectometer at periodic intervals as determined by the city of Ladue. Average minimum retroreflectivity acceptance requirements will be as follows;

Paint Pavement Markings	White	300	Millicandelas/sqft/foot-candle
Paint Pavement Markings	Yellow	225	Millicandelas/sqft/foot-candle
- 9.0 Average readings of the paint pavement markings below these standards may require repair or replacement by the contractor at his expense prior to acceptance for payment.
- 10.0 Cost for retro-reflectivity readings shall be considered incidental to the unit cost bid for the paint pavement markings specified within this proposal.

STRIPING BID SHEET - CITY OF LADUE

Please print legibly or type except where signature is required.

Long Line

4" Solid White	154,979 LF	\$ _____
4" Skip White	27,504 LF	\$ _____
4" Skip Yellow	719 LF	\$ _____
4" Double Yellow	170,940 LF (85,470 LF centerline)	\$ _____

Total Long Line LF Cost \$ _____

Intersection Markings

24" Stop Bars	83 at 1,280 LF	\$ _____
Block Walks	16 totaling 175 Blocks	\$ _____
Parallel Crosswalks	9 totaling 498 LF	\$ _____
86 Arrows – 18 Right, 52 Left, 6 Str, 6 Str Right, 4 Str Left		\$ _____

Total Intersection Markings Cost \$ _____

Custom Markings

Maryhill Entrance Rounding's 80 LF of single 4" white line	\$ _____
Sidewalk at McKnight and Twin Oaks 35' x 8' rectangle with 12" white lines and (4) 12" diagonal lines	\$ _____
Rodes Park (14) x 20' diagonal 4" yellow lines	\$ _____

Total Custom Markings Cost \$ _____

Total Lump Sum Cost \$ _____

Bidder Information

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Signature _____ Date _____

References:

List 3 entities with contact names for projects done within the last 2 years.

Company/Municipality	Address	Phone	Contact Name
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**PROPOSAL FOR
THE CITY OF LADUE
PAINT STRIPING**

Submitted by _____

To the City of Ladue:

Pursuant to information in the Notice to Bidders, dated April 8, 2021 the undersigned proposes to furnish all labor, materials, equipment and incidentals necessary to perform all work required by the City of Ladue in strict accordance with the Contract Documents, including such addenda as are acknowledged in this proposal, within ten (10) working days after receipt of Notice to Proceed.

The undersigned bidder declares that he has carefully examined the site of the work, made himself thoroughly familiar with the Contract Documents and specifically the Specifications attached hereto, and satisfied himself as to the conditions under which he will be obliged to operate in performing the work that will in any manner affect cost of the work.

As full compensation for the performance of the work in the manner described, the undersigned agrees to accept payment on the basis of his lump sum bid.

If this bid is accepted, the undersigned will, within ten (10) days after receipt of such acceptance, enter into a contract in substantially the form of Exhibit A and provide a payment bond and a performance bond in the amounts of 100% of the contract total price, in substantially the form of Exhibit B and C respectively, bid bond Exhibit D, with sureties to be approved by the City, to do this work and in case of default of entering into such contract, forfeit and pay the amount of the deposit accompanying this bid.

The price on the attached Bid Sheet includes all costs for insurance, performance bond, payment bond, permits, inspection fees, and taxes, all of which are to be paid by the Contractor.

The undersigned agrees to cooperate with employees of the City or other parties that may be engaged in work at the site from time to time during the contract period.

CONTRACTOR	_____
	Company Name
BY	_____
	Authorized Representative

	Title

CITY-CONTRACTOR AGREEMENT

THIS CITY CONTRACTOR AGREEMENT (this "Agreement" or "City-Contractor Agreement"), is made and entered into as of this _____ day of _____, 20__ , by and between _____ a _____ having a principal office at _____ (the "Contractor"), and the City of Ladue, a Missouri municipal corporation located in St. Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

A. In response to the City requesting bid proposals for Pavement Striping and Markings (the "Work"), the Contractor has submitted a certain Bid Proposal in accordance with the Bid Documents to perform the services in accordance with the Notice to Bidders and Pavement Striping Project (the "Work").

B. After due consideration, the City has accepted the Bid Proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents.** The entire agreement between the parties shall consist of this Executed City-Contractor Agreement and, without limitation, the following documents:

- This Notice to Bidders;
- Paint Pavement Marking Specifications and Quantities
- Proposal (including required attachments, described below);
- Striping Bid Sheet
- Exhibit A - Form City-Contractor Agreement
- Exhibit B - Form Payment Bond
- Exhibit C - Form Performance and Maintenance Bond
- Exhibit D - Bid Bond
- Notice of Award (issued by City and receipt acknowledged by Contractor)
- Notice to Proceed (issued by City and receipt acknowledged by Contractor)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference). Unless

otherwise stated, to the extent that any terms or provisions within Contractor's Proposal conflicts with the terms or provisions within the City-Contractor Agreement or Notice to Bidders, such terms and provisions within the City-Contractor Agreement or Notice to Bidders shall prevail.

2. The Work/Contract Sum. The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed. The Contract Sum is \$_____, which includes all compensation to Contractor due for the Work. Any additional Work not within the Bid Sheet that is hereinafter approved by the City in writing pursuant shall be completed for the unit prices set forth in the Contract Documents, if applicable.

3. Time of Completion. Contractor shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.

4. Indemnification, Insurance and Bonds. Contractor agrees to and shall provide the required bonds and insurance as specified in the Notice to Bidders. Contractor also agrees to indemnify and hold the City harmless as agreed to in the Notice to Bidders.

5. Warranty The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment and shall warrant the Work in accordance with applicable law.

6. One Year Correction Period. In addition to the Contractor's general warranty obligation required by applicable law, the Contractor also hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the Contract Documents. Upon expiration of the one (1) year correction period, the City shall release the Performance and Maintenance Bond, less any amounts reasonably necessary to remedy any of the Contractor's performance and/or maintenance obligations under this Agreement that may still be outstanding at the time. The release or expiration of any guaranty, or any other surety or bond provided for in this Agreement shall not release, or be claimed to release, the obligation to complete the Work according to all warranties, specifications, and requirements expressed or implied by this Agreement or required by applicable law.

7. Attorney Fees' and Costs. The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's

breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

8. Compliance with Federal, State, and Local Law. The Contractor shall comply with all applicable federal, state and local law requirements for performance under this Agreement. Contractor shall comply with Section 34.353 RSMo. to the extent applicable to this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

9. Required OSHA Training. Pursuant to Section 292.675 RSMo., Contractor shall require all on-site employees to complete the ten-hour training program as required under Subsection 292.675.2 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration ("OSHA") construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within (60) days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program. Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

10. Taxes. The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

11. Other Representations, Warranties, and Other Covenants by the Contractor. The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

12. Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be

solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

13. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

14. **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

15. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

16. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

17. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR

Name

Address

City, State, Zip

Date

CITY OF LADUE, MISSOURI

Mayor

Attested

Date

PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____
Principal an Address

_____, as Principal, and _____
Surety and Address

as Surety, are held and firmly bond unto City of Ladue, Missouri, hereinafter called Obligee, in the amount of \$_____, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees and assigns firmly by these present.

WHEREAS, the Principal has entered into a contract with Obligee for _____
describe briefly
_____ and

WHEREAS, the Obligee requires that Principal enter into a surety bond satisfying the terms of Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

By _____

SURETY

By _____

(ACKNOWLEDGEMENT FOR PRINCIPAL)

(ACKNOWLEDGEMENT AND POWER OF ATTORNEY FOR SURETY)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that we, the Undersigned _____
_____ of _____
(firm*)

* a (corporation) duly authorized by law to do business as a construction contractor.
(partnership)

(hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound unto the City of Ladue, (hereinafter called the "City"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which to be made unto said City, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present as follows:

The conditions of this obligation are such that, whereas on the _____ day of _____, 20____, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said City for the 2019 Paint Striping project.

NOW THEREFORE, if the said Principal shall faithfully and properly perform the foregoing contract according to all the terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said City.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice.

- a) To the extension of time to the contractor in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.
- c) That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the City at the time such work was accepted.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in original counterparts as of the _____ day of _____, 20_____.

(SEAL)

Attest:

By _____

(SEAL)

Attest:

BID BOND

Suitable bid security in the amount of _____ Dollars (\$ _____) as called for in the advertisement for bids accompanying this proposal. This sum is to be forfeited to the City of Ladue if the party or parties making this proposal fail to enter into contract with approved securities within ten (10) days after the award of the contract has been made.

The undersigned has examined the plans and specifications for the project and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The contractor shall fully complete all work under this contract within 60 calendar days from Notice to Proceed, the rate of progress and the time of completion being essential conditions of this contract.

This proposal shall be binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME _____

BY _____

TITLE _____

ATTEST _____

TITLE _____

ADDRESS _____

PHONE _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name, or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders, and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____.

Dated _____, 20____.

Name of individual, all partners, or joint venture:

Address of each:

Doing business under the name of:

Address of principal place of business in
Missouri:

(If using a fictitious name, show this name above
in addition to legal name)

(If a corporation, show its name above.)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230 R.S.Mo. IF the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following R.S.Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do business in Missouri shall be filed with the Missouri Highway and Transportation Commission, as required by the Standard Specification, Section 102.7.5 and 102.7.7.)

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
affirm _____ ("Company") is enrolled and will continue to participate in a federal
work _____
(company name)
authorization program in respect to employees that will work in connection with the contracted
services related to _____ of the City of _____
and

any incidental items associated with this work for the duration of the contract, if awarded, in
accordance with

Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and
will not

knowingly employ a person who is an unauthorized alien in connection with the contracted
services

for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL
WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER
PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS –
208.009 RSMo.)**

***In Affirmation thereof, the facts stated above are true and correct (The
undersigned understands that false statements made in this filing are subject to the
penalties provided under § 575.040 RSMo).***

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)
ss.

County of _____)

Subscribed and sworn to before me this _____ day of _____, 2021